cruing thereafter. *Held*, that he will be restrained from entering for the breach in question, but that the condition is still in force as to subsequent breaches. *Beckenbach* v. *Harlow*, 31 Oh. C. C. 496. See NOTES, p. 630.

LIBEL AND SLANDER — PRIVILEGED COMMUNICATIONS — IRRELEVANT STATEMENTS IN PLEADINGS. — In a former action, the present defendant, in his pleadings, made false and defamatory statements concerning the present plaintiff. The latter had no connection with the suit, and the statements were irrelevant. *Held*, that the privilege is destroyed by the irrelevancy. *Potter* v. *Troy*, 175 Fed. 128 (Circ. Ct., S. D. N. Y.).

The prevailing view in the United States is that all statements made by the parties in their pleadings, if relevant to the matters in issue, are absolutely privileged. *Gaines* v. *Ætna Ins. Co.*, 20 Ky. L. Rep. 886. This is true even if they are directed against third parties not connected with the suit. *Crockett* v. *McLanahan*, 109 Tenn. 517. See 16 HARV. L. REV. 603. But if the statements are irrelevant, there is no privilege. *Harlow* v. *Carroll*, 6 App. Cas. (D. C.) 128. See *Hoar* v. *Wood*, 3 Met. (Mass.) 193. In determining what is relevant, the courts are not technical, and if the defendant might reasonably have believed that the allegations would be subject to inquiry during the trial, he is not liable. See *Union Mut. Life Ins. Co.* v. *Thomas*, 83 Fed. 803. On the other hand, the English courts have held that all statements made in the course of judicial proceedings are absolutely privileged, even if immaterial. *Astley* v. *Younge*, 2 Burr. 807; *Seaman* v. *Netherclift*, 1 C. P. D. 540. Parties must frequently allege facts which may be libelous, and England has adopted this rule to assure free access to the courts. See *Kennedy* v. *Hilliard*, 10 Ir. C. L. 195. But such a restriction as American courts have placed on malignant parties cannot hinder the administration of justice.

MANDAMUS — PERSONS SUBJECT TO MANDAMUS — SENATORS AND MEMBERS OF CONGRESS. — The plaintiff instituted proceedings for a mandamus against the several members of the United States Senate and House of Representatives comprising the Joint Committee on Printing of Congress, to compel the acceptance of a bid submitted by him. *Held*, that the court has jurisdiction to hear and determine the controversy. *Valley Paper Co.* v. *Smoot et al.*, 38 Wash. L. R. 170 (D. C., Sup. Ct., Feb. 28, 1910). See NOTES, p. 633.

MUNICIPAL CORPORATIONS — NUISANCES — CITY'S RIGHT TO MAINTAIN BILL IN EQUITY TO ENJOIN A NUISANCE. — A municipality was authorized by its charter to determine what constitute public nuisances and to prevent, restrain, remove, and abate the same. Without passing any ordinance relating to smoke nuisances, the city brought a bill in equity to enjoin the maintenance by the defendant of such a nuisance. No damage to municipal property was shown. *Held*, that the city cannot maintain the action. *City of Yonkers* v. *Federal Sugar Refining Co.*, 121 N. Y. Supp. 494 (Sup. Ct. App. Div.).

A municipal corporation like a private corporation may always bring a bill in equity to enjoin a nuisance which peculiarly affects the corporate property. *Coast Company* v. *Spring Lake*, 56 N. J. Eq. 615. The right to regulate and abate public nuisances is, however, dependent upon power delegated by the state. Whether a general delegation of police power to declare and abate nuisances carries with it a power to bring a bill in equity in the interest of the public is a question upon which the authorities are apparently in conflict. *City of Huron* v. *Bank of Volga*, 8 S. D. 449. *Contra*, *Dover* v. *The Portsmouth Bridge*, 17 N. H. 200, 215. But all the cases in which such bills have been refused seem to have concerned nuisances arising from sources outside the city's jurisdiction or respecting which no ordinance had been passed. *Township of Belleville* v. *Orange*, 70 N. J. Eq. 244; *City of Ottumwa* v. *Chinn*, 75 Ia. 405. And most of

the cases in which such bills have been allowed have presented merely the question of the proper method of exercising the police power of the city after the passage of an ordinance applicable to the nuisance at issue. *New Orleans* v. *Lambert*, 14 La. Ann. 247; *Village of Pine City* v. *Munch*, 42 Minn. 342. It is submitted that an injunction should always issue at the suit of a municipality in the proper exercise of its police power, though not when based solely upon the property rights of the public.

PARTNERSHIP — DISSOLUTION — RIGHT OF LIQUIDATING PARTNER TO COMPENSATION. — A and B were partners. A held title to certain lands in trust for the firm and other investors. On a dissolution of the firm, A was permitted by the receiver to continue the partnership investment. *Held*, that for his services he can have no compensation out of the partnership funds. *Ruggles* v. *Buckley*, 175 Fed. 57 (C. C. A., Sixth Circ.).

A partner is under an obligation to render his services to the firm in firm business, and in the absence of an express or implied agreement can demand no compensation therefor. *Roach* v. *Perry*, 16 Ill. 37. By the better view, this includes the obligation to wind up the firm on its dissolution by death, or otherwise. *Dunlap* v. *Watson*, 124 Mass. 305; *Smith* v. *Knight*, 88 Ia. 257. *Contra*, *Bradley* v. *Chamberlin*, 16 Vt. 613. If, however, the liquidating partner rightfully continues the business and makes profits, he is doing more than the partnership agreement requires, and if the other partner or his representatives elect to take the profits produced by the capital left by them in the business, they should allow compensation for services. *Moore* v. *Rawson*, 185 Mass. 264, 199 Mass. 493; *Cameron* v. *Francisco*, 26 Oh. St. 190; *O'Neill* v. *Duff*, 11 Phila. (Pa.) 244; *Re Aldridge*, [1894] 2 Ch. 97. The court in the principal case rests its decision largely on the fact that no new venture was entered upon. This seems hardly an adequate reason. See *Griggs* v. *Clark*, 23 Cal. 427. The decision may, however, be supported on the ground that the services for which compensation was sought were rendered in administering the trust lands, and not in administering the only partnership property left in the plaintiff's hands — namely, the interest of the partnership as a *cestui* therein.

POLICE POWER — REGULATION OF BUSINESS AND OCCUPATION — COMPULSORY INCORPORATION OF BANKS. — A state statute required all persons engaged in banking to incorporate within three months. By earlier statutes incorporated banks were regulated more in detail than banking firms and individuals. At least three persons had to associate to form a corporation. *Held*, that the statute is not unconstitutional. *Weed* v. *Bergh*, 124 N. W. 664 (Wis.). See NOTES, p. 629.

PUBLIC SERVICE COMPANIES — RIGHTS AND DUTIES — EXCLUSIVE TELEPHONE CONTRACT. — A contract between two telephone companies gave each the exclusive right to have transmitted over its lines all messages coming from the lines of the other, destined to points on the lines of the connecting company. *Held*, that the contract is void. *Home Telephone Co.* v. *Granby & Neosho Telephone Co.*, 126 S. W. 773 (Mo.).

For a discussion of the principles involved, see 23 HARV. L. REV. 54.

PUBLIC SERVICE COMPANIES — RIGHTS AND DUTIES — NECESSITY FOR NOTICE OF WITHDRAWAL AFTER EXPIRATION OF FRANCHISE. — After the expiration of its franchise, a water-supply company continued to supply water with the acquiescence of the municipality. Thereafter the company gave notice of its intent immediately to withdraw from service. The company then sought to enjoin the city from interfering with the removal of the plant. *Held*, that the relation existing between the city and the water company can be terminated at will